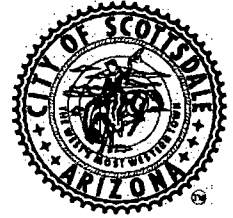


# CITY COUNCIL REPORT



Meeting Date: **5/13/2014**  
General Plan Element: **Neighborhoods**  
General Plan Goal: **Enhance and protect neighborhoods**

## ACTION

---

Approve Resolution No. 9725 authorizing the City to extend Intergovernmental Agreement No. 2010-074-COS with the Arizona Department of Economic Security for use of the Scottsdale Family Advocacy Center.

## BACKGROUND

---

The Scottsdale Family Advocacy Center (FAC) serves Scottsdale, Fountain Hills, Paradise Valley, Cave Creek, Carefree, Tempe, the Salt River Pima Indian Community and unincorporated areas in the northeast valley. The FAC provides a multi-disciplinary approach to investigate crimes against persons and provide quality victim services via the Scottsdale Police Department, Child Protective Services (a division of the Arizona Department of Economic Security), Adult Protective Services, crisis intervention personnel, health care specialists, the Prosecution Division of the City Attorney's Office and victim advocates. The FAC has been very successful in assisting victims and law enforcement investigators.

The current intergovernmental agreement allowing Child Protective Services to utilize the FAC expires on May 31, 2014. An extension of this Agreement will allow Child Protective Services to continue to co-locate at the FAC and provide assistance in the provision of victim and investigative services. The presence of Child Protective Services at the FAC provides both a significant resource and benefit to the citizens of Scottsdale and other surrounding communities.

## ANALYSIS & ASSESSMENT

---

Staff has reviewed the proposed extension of the existing Agreement and recommends approval. If approved, the Agreement will be extended until May 30, 2019. The continuation of this Agreement will be beneficial to the citizens of Scottsdale by allowing Child Protective Services to continue to co-locate at the FAC.

## RESOURCE IMPACTS

---

It is anticipated that an extension of this Agreement will not create any additional costs for the City that are not already being incurred to operate the FAC.

## OPTIONS & STAFF RECOMMENDATION

---

Approve Resolution No. 9725 authorizing the City to extend Intergovernmental Agreement No. 2010-074-COS with the Arizona Department of Economic Security for use of the Scottsdale Family Advocacy Center.

## RESPONSIBLE DEPARTMENT(S)

---

Police

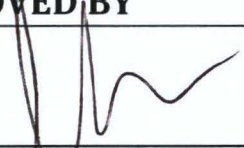
## STAFF CONTACTS (S)

---

Scott Popp, Police Commander; [spopp@scottsdaleaz.gov](mailto:spopp@scottsdaleaz.gov)

## APPROVED BY


---

  
Alan Rodbell, Chief of Police

[arodbell@scottsdaleaz.gov](mailto:arodbell@scottsdaleaz.gov)

(480)312-1900

  
Date

  
Fritz Behring, City Manager

[fbehring@scottsdaleaz.gov](mailto:fbehring@scottsdaleaz.gov)

(480)312-2811

  
Date

## ATTACHMENTS

---

1. Resolution No. 9725
2. Intergovernmental Agreement No. 2010-074-COS-A1
3. Intergovernmental Agreement No. 2010-074-COS

RESOLUTION NO. 9725

RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, EXTENDING INTERGOVERNMENTAL AGREEMENT NO. 2010-074-COS WITH THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR THE USE OF THE SCOTTSDALE FAMILY ADVOCACY CENTER

WHEREAS, the Scottsdale Family Advocacy Center ("FAC") provides integrated victim services to the community; and

WHEREAS, the Arizona Department of Economic Security assists in the provision of such services at the FAC through Child Protective Services ("CPS"); and

WHEREAS, an extension of this Intergovernmental Agreement will allow CPS to continue to co-locate at the FAC and assist in the provision of victim and investigative services;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, as follows:

Section 1. The City Council hereby authorizes and directs the Mayor to execute, on behalf of the City, an extension to Intergovernmental Agreement No. 2010-074-COS, between the City and the Arizona Department of Economic Security, for the continued use of the Scottsdale Family Advocacy Center by Child Protective Services.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this 13<sup>th</sup> day of May, 2014.

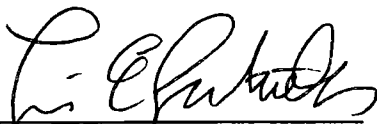
CITY OF SCOTTSDALE, an  
Arizona municipal corporation

ATTEST:

\_\_\_\_\_  
Carolyn Jagger  
City Clerk

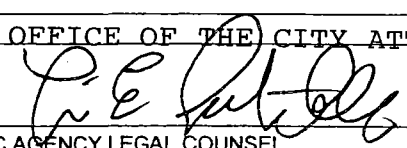
\_\_\_\_\_  
W.J. "Jim" Lane  
Mayor

APPROVED AS TO FORM:



Bruce Washburn, City Attorney  
By: Luis E. Santaella, Assistant City Attorney

## Intergovernmental Agreement CONTRACT AMENDMENT

|  |  |
|--|--|
| <b>1. CONTRACTOR (Name and address)</b><br><br>City of Scottsdale<br>10225 East Via Linda<br>Scottsdale, AZ 85258-5324   | <b>2. CONTRACT ID NUMBER</b><br><br>DE091242001  |
| <b>3. AMENDMENT NUMBER</b><br>1  |  |
| <b>4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT</b><br><br><p>Pursuant to Section 3.0 TERM OF AGREEMENT, this contract is extended for the time period of June 1, 2014 through May 30, 2019.</p> <p>All other terms and conditions remain the same.</p>   |  |
| <b>5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.</b> |  |
| <b>6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY</b>  | <b>7. NAME OF CONTRACTOR</b><br>City of Scottsdale                                       |
| SIGNATURE OF AUTHORIZED INDIVIDUAL   | SIGNATURE OF AUTHORIZED INDIVIDUAL   |
| TYPED NAME<br>Francine Whittington   | TYPED NAME<br>W.J. "Jim" Lane  |
| TITLE<br>Manager – Contract Administration Unit  | TITLE<br>Mayor-City of Scottsdale  |
| DATE   | DATE   |
| <b>ATTEST</b>  |  |
| IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.  |  |
| <b>ARIZONA ATTORNEY GENERAL'S OFFICE</b>   | <b>OFFICE OF THE CITY ATTORNEY</b>   |
| BY:  | BY:  |
| ASSISTANT ATTORNEY GENERAL   | PUBLIC AGENCY LEGAL COUNSEL  |
| DATE:  | DATE: 4/10/2014  |



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

This Intergovernmental Agreement ("Agreement") is made and entered into, by and between the Arizona Department of Economic Security ("ADES"), an agency of the State of Arizona and the City of Scottsdale, an Arizona municipal corporation ("City").

WHEREAS, ADES is duly authorized to execute and administer Agreements under A.R.S. §41-1954; and

WHEREAS, the City is duly authorized to execute and administer Agreements under Article 1, Section 3-1 of the Scottsdale City Charter, and

WHEREAS, ADES and the City are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to Agreement for the services specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the Parties agree to abide by all the terms and conditions set forth in this Agreement

In accordance with A.R.S. § 35-393.06, the City certifies that the City does not have scrutinized business operations in Iran.

In accordance with A.R.S. § 35-391.06, the City certifies that the City does not have scrutinized business operations in Sudan.

BY SIGNING THIS FORM ON BEHALF OF THE CITY, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CITY TO THIS AGREEMENT.

FOR AND ON BEHALF OF THE ARIZONA  
DEPARTMENT OF ECONOMIC SECURITY

Csaki  
Procurement Officer Signature

Printed Name

Elizabeth G. Csaki, CPPB

Title Professional Services Procurement Manager

Date

7/26/2010

DES Agreement Number

DE091242001

FOR AND ON BEHALF OF THE CITY OF  
SCOTTSDALE, an Arizona Municipal Corporation

W.J. Lane  
Mayor W.J. "Jim" Lane

ATTEST:

Carolyn Jagger  
Carolyn Jagger, City Clerk

Date

June 28, 2010

City Agreement Number 2010-074-COS

IN ACCORDANCE WITH A.R.S. §11-952 THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAVE DETERMINED THAT THIS AGREEMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By:

Barbara McKeon  
Assistant Attorney General

Date:

7/22/10

OFFICE OF THE SCOTTSDALE CITY ATTORNEY

By:

JP Gutada  
Assistant City Attorney

Date:

6/14/10

## **1.0 RECITALS**

The foregoing recitals are incorporated in this Agreement by this reference.

## **2.0 PARTIES**

- 2.1 The City shall act through its Police Department in the performance of this Agreement. ADES shall act through Child Protective Services in the performance of this Agreement.

## **3.0 TERM OF AGREEMENT**

- 3.1 The term of this Agreement shall have an effective date of June 1, 2009 and shall end on May 31, 2014, unless otherwise agreed upon by both parties in writing.
- 3.2 This agreement may be extended through a written amendment by mutual agreement of the parties.
- 3.3 Termination
- 3.3.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 3.3.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

## **4.0 AMENDMENTS OR MODIFICATIONS**

- 4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.
- 4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
1. Change of telephone number.
  2. Change in authorized signatory.
  3. Change in the name and/or address of the person to whom notices are to be sent.

## **5.0 DEFINITIONS**

- 5.1 "City" means the Party who is providing space for ADES/DCYF personnel. In this instance the City of Scottsdale.
- 5.2 "City Site Location" means the facility known as the Scottsdale Family Advocacy Center where integrated program services will occur.
- 5.3 "Space" means a quality standard working environment which will provide protection of the general health and welfare of ADES employees and will comply with the International Building Code as adopted and amended by the City, American's with Disability Act, International Fire code as adopted and amended by the City and any other codes or ordinances enforced by the local jurisdiction.

## **6.0 PURPOSE OF AGREEMENT**

- 6.1 The purpose of this agreement is for the Arizona Department of Economic Security/Child Protective Services (ADES/DCYF) and the Scottsdale Family Advocacy Center to provide integrated services to the Citizens of Arizona.
- 6.2 Relationship created. This agreement constitutes a license between the City and DES/DCYF, pursuant to which the City (as licensor) has agreed to allow ADES/DCYF (as licensee) to use a portion of the premises for the purpose stated herein. Nothing contained in this agreement shall be deemed or construed to create a landlord and tenant, partnership, joint venture, principal and agent, or any other relationship between the City and ADES/DCYF, other than of licensor and licensee.
- 6.3 The City of Scottsdale Council authorized the creation of the Family Advocacy Center on December 11, 2001.

## **7.0 MANNER OF FINANCING**

- 7.1 Financing is not required for this agreement.

## **8.0 SERVICE DESCRIPTION**

- 8.1 The City will provide space for DES/DCYF personnel free of charge at City's:

Scottsdale Family Advocacy Center  
10225 East Via Linda  
Scottsdale, AZ 85258-5324

- 8.2 Frequency of use shall be daily, Monday through Friday, between the hours of 8:00 A.M. and 5:00 P.M. at a minimum. Before 8:00 A.M. and 5:00 P.M., or weekend use may occur.
- 8.3 Occupancy will include the following:
  - 8.3.1 Electricity
  - 8.3.2 Gas Service
  - 8.3.3 Water/sewer
  - 8.3.4 Trash
  - 8.3.5 Routine custodial, including the routine cleaning of floor coverings
  - 8.3.6 Exterior ground maintenance

**9.0 ADDITIONAL RESPONSIBILITIES**

- 9.1 ADES and the City agree as follows:

- 9.1.1 The City shall ensure maintenance of the structural elements, heating, cooling, and other systems of the space/facility.
- 9.1.2 The City shall provide all reasonably necessary telecommunications and equipment requirements.

**10.0 NOTICES**

- 10.1 All notices to the City regarding this agreement shall be sent to the following address:

Scottsdale Police Department  
ATTN: Sgt. Joe Leduc  
Scottsdale Family Advocacy Center  
10225 East Via Linda  
Scottsdale, AZ 85258-5324

- 10.2 All notices to ADES regarding this agreement shall be sent to the following address:

AZ Department of Economic Security  
Division of Children, Youth and Families  
ATTN: David E. Longo  
1789 W. Jefferson Street, 3<sup>rd</sup> floor, SE, Site Code 750A  
Phoenix, AZ 85007

**11.0 AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR**

- 11.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADES at the end of the period for which funds are available

- 11.2 No liability shall accrue to ADES in the event this provision is exercised, and ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

**12.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR**

- 12.1 Should the State Legislature enter back into session and reduce the appropriations for any reason and these goods or services are not funded, the ADES may take any of the following actions:
  - 12.1.1 Reduce payments or units authorized;
  - 12.1.2 Accept a decrease in price offered by the, City
  - 12.1.3 Cancel the Agreement
  - 12.1.4 Cancel the Agreement and re-solicit the requirements.
  - 12.1.5 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. ADES and the City may mutually agree to reduce reimbursement to the City when the payment type is Fixed Price with Price Adjustment by executing a Agreement amendment

**13.0 NON-AVAILABILITY OF FUNDS**

13.1 Every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments of or any damages as a result of termination under this paragraph.

**14.0 ARBITRATION**

14.1 The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

**15.0 CANCELLATION FOR CONFLICT OF INTEREST**

15.1 Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any Agreement without penalty or further obligation, made by the State, its political subdivisions or any department or agency of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, its political subdivisions or any department or agency of either is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement. A cancellation made pursuant to this provision shall be effective when the City received written notice of the cancellation, unless the notice specifies a later time.

**16.0 NON-DISCRIMINATION**

16.1 The City shall comply with Executive Order 2009-09 which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The City shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

**17.0 COMPLIANCE WITH APPLICABLE LAW**

17.1 This Agreement shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Agreement shall comply with all applicable Federal, State and local laws, and the City shall maintain all applicable license and permit requirements.

**18.0 DATA SHARING AGREEMENT**

18.1 When determined by the Department that sharing of confidential data will occur with the City, the City shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the City and each ADES Program sharing confidential data.

**19.0 INDEMNIFICATION**

19.1 Indemnification for City:

19.1.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

**20.0 IT 508 COMPLIANCE**

20.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-2531 and §2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.



**21.0 COMPLIANCE WITH E-VERIFY PROGRAM**

- 21.1. Warrant of Compliance. Under the provisions of A.R.S. §41-4401, both Parties warrant to the other that each Party will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).
- 21.2. Breach of Warranty. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.
- 21.3. Right to Inspect. Both Parties retain the legal right to inspect the papers of any employee who works on this Agreement or subcontract to ensure compliance with the warranty given above.
- 21.4. Random Verification. Either Party may conduct a random verification of the employment records of the other to ensure compliance with this warranty.
- 21.5. Federal Employment Verification Provisions – No Material Breach. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).
- 21.6. Inclusion of Article in Other Contracts. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

**22.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**

- 22.1. By entering into the Agreement, the City warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The City shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The City and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.
- 22.2. The State may request verification of compliance for any City or subcontractor performing work under the Agreement. Should the State suspect or find that the City or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the City. All costs necessary to verify compliance are the responsibility of the City.